

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Albert Kirk Jones, Deadrian Coneley
Individuals,

Plaintiffs,

v.

The City of Los Angeles, Los Angeles
Police Department, Does 1-10

Defendants.

Case No. 2:23-CV-04571-JLS-SK

*Hon. Josephine L. Staton 1st St. CH-Ctrm 8A
Hon. Mag. Steve Kim; Roybal CH-Ctrm 540*

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Plaintiffs Albert Kirk Jones (aka Kirk Coneley) and Deadrian Coneley filed suit on April 18, 2023, against the City of Los Angeles (“CITY”) and the Los Angeles Police Department (“LAPD”) for the 2018 arrest of Albert Kirk Jones (aka Kirk Coneley) by the LAPD, and his subsequent prosecution by the Los Angeles District Attorney (“LADA”) for the murder of Kenny Earl Watts and the attempted murder and kidnapping of Troy Spencer in 1981. Plaintiff Jones was prosecuted for the crimes of murder, attempted murder, and kidnapping. He was then acquitted following a jury trial in March and April of 2022. The claims set forth in the operative complaint dated October 17, 2023, include: (A) Violation of Civil Rights

1 – 42 U.S.C. §1983 pursuant to *Brady*, (B) Malicious Prosecution and Police
2 Misconduct, (C) Fabrication of Evidence, (D) False Imprisonment and Unlawful
3 Arrest, (E) Wrongful Incarceration, (F) Negligence, and (G) Deprivation of Liberty
4 Without Due Process – 42 U.S.C. §1983, (H) Loss of Property and Earnings, (I)
5 Libel and Slander, and (J) Intentional Infliction of Emotional Distress. On or around
6 September 14, 2023, counsel for the City served 34 individual and distinct document
7 requests for all files, items, photographs, audio recordings, video recordings, digital
8 images, materials, and other documents concerning the Los Angeles District
9 Attorney Office’s prosecution of Albert Kirk Jones in 2022. On December 2, 2023,
10 LADA reached out to counsel for the City and LAPD and advised LADA had
11 located its file. However, LADA did not receive access to the files until December
12 15, 2023. Discovery in this action is likely to involve production of confidential,
13 proprietary, or private information for which special protection from public
14 disclosure and from use for any purpose other than prosecuting this litigation may
15 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
16 enter the following Stipulated Protective Order. The parties acknowledge that this
17 Order does not confer blanket protections on all disclosures or responses to
18 discovery and that the protection it affords from public disclosure and use extends
19 only to the limited information or items that are entitled to confidential treatment
20 under the applicable legal principles. The parties further acknowledge, as set forth
21 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective
22 Order does not entitle them to a file confidential information under seal; Civil Local
23 Rule 79-5 sets forth the procedures that must be followed and the standards that will
24 be applied when a party seeks permission from the court to file material under seal.

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26 B. GOOD CAUSE STATEMENT
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1 This action is likely to involve sensitive information regarding a criminal
2 case, including information about criminal suspects and witnesses for that criminal
3 trial, sensitive information regarding a murder investigation, and personal
4 information about the investigating and arresting officers for the murder
5 investigation for which special protection from public disclosure and from use for
6 any purpose other than prosecution of this action is warranted. Such confidential
7 and proprietary materials and information may consist of, among other things,
8 information implicating privacy rights of third parties, information otherwise
9 generally unavailable to the public, other confidential information otherwise
10 generally unavailable to the public, or which may be privileged or otherwise
11 protected from disclosure under state or federal statutes, court rules, case decisions,
12 or common law. This includes confidential information about criminal investigative
13 reports noting names of potential defendants and witnesses, internal affairs materials
14 and information and other information contained in the personnel files of police
15 officers which the City maintains as strictly confidential information otherwise
16 generally unavailable or which may be privileged or otherwise protected from
17 disclosure under state or federal statutes, court rules, case decisions, or common
18 law. Some of the documents sought by the City of Los Angeles from the Los
19 Angeles County District Attorney's Office, the Public Defender's Office, and the
20 Alternate Public Defender's Office are likely to include the criminal history, dates
21 of birth and addresses of non-party witnesses. Accordingly, to expedite the flow of
22 information, to facilitate the prompt resolution of disputes over confidentiality of
23 discovery materials, to adequately protect information the parties are entitled to keep
24 confidential, to ensure that the parties are permitted reasonable necessary uses of
25 such material in preparation for and in the conduct of trial, to address their handling
26 at the end of the litigation, and serve the ends of justice, a protective order for such
27 information is justified in this matter. It is the intent of the parties that information
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1 will not be designated as confidential for tactical reasons and that nothing be so
2 designated without a good faith belief that it has been maintained in a confidential,
3 non-public manner, and there is good cause why it should not be part of the public
4 record of this case.

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6 2. DEFINITIONS

7 2.1 Action: refers to *Albert Kirk Jones, Deadrian Coneley, Individuals v.*
8 *The City of Los Angeles, Los Angeles Police Department, Does 1-10*, United States
9 District Court, Central District, Case No. 2:23-CV-04571-JLS-SK, and any appeals
10 through FINAL DISPOSITION.

11 2.2 Challenging Party: a Party or Non-Party that challenges the
12 designation of information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
14 how it is generated, stored, or maintained) or tangible things that qualify for
15 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
16 the Good Cause Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
18 their support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information
20 or items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless
23 of the medium or manner in which it is generated, stored, or maintained (including,
24 among other things, testimony, transcripts, and tangible things), that are produced
25 or generated in disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as
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1 an expert witness or as a consultant in this Action.

2 2.8 House Counsel: attorneys who are employees of a party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 2.9 Non-Party: any natural person, partnership, corporation, association,
6 or other legal entity not named as a Party to this action.

7 2.10 Outside Counsel of Record: attorneys who are not employees of a
8 party to this Action but are retained to represent or advise a party to this Action and
9 have appeared in this Action on behalf of that party or are affiliated with a law firm
10 which has appeared on behalf of that party, including support staff.

11 2.11 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 2.13 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 2.14 Protected Material: any Disclosure or Discovery Material that is
21 designated as "CONFIDENTIAL."

22 2.15 Receiving Party: a Party that receives Disclosure or Discovery
23 Material from a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
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1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition shall be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
11 or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
13 including the time limits for filing any motions or applications for extension of time
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under
18 this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents,
22 items, or communications for which protection is not warranted are not swept
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose the Designating
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1 Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for protection, that Designating Party must
4 promptly notify all other Parties that it is withdrawing the inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in
6 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
8 under this Order must be clearly so designated before the material is disclosed or
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix at a minimum, the legend
14 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
15 contains protected material. If only a portion or portions of the material on a page
16 qualifies for protection, the Producing Party also must clearly identify the protected
17 portion(s) (e.g., by making appropriate markings in the margins).

18 A Party or Non-Party that makes original documents available for
19 inspection need not designate them for protection until after the inspecting Party has
20 indicated which documents it would like copied and produced. During the
21 inspection and before the designation, all of the material made available for
22 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
23 identified the documents it wants copied and produced, the Producing Party must
24 determine which documents, or portions thereof, qualify for protection under this
25 Order. Then, before producing the specified documents, the Producing Party must
26 affix the "CONFIDENTIAL legend" to each page that contains Protected Material.
27 If only a portion or portions of the material on a page qualifies for protection, the
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1 Producing Party also must clearly identify the protected portion(s) (e.g., by making
2 appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify
4 the Disclosure or Discovery Material on the record, before the close of the
5 deposition all protected testimony.

6 (c) for information produced in some form other than documentary and
7 for any other tangible items, that the Producing Party affix in a prominent place on
8 the exterior of the container or containers in which the information is stored the
9 legend "CONFIDENTIAL." If only a portion or portions of the information
10 warrants protection, the Producing Party, to the extent practicable, shall identify the
11 protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive
14 the Designating Party's right to secure protection under this Order for such material.
15 Upon timely correction of a designation, the Receiving Party must make reasonable
16 efforts to assure that the material is treated in accordance with the provisions of this
17 Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court's
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
23 resolution process under Civil Local Rule 37-1 et seq.

24 6.3 Joint Stipulation. If the Designating Party persists in designating the
25 document or other material in question as Confidential, the objecting party may
26 move the Court for an order removing or replacing the "Confidential" designation.
27 Any challenge submitted to the Court shall be via a joint stipulation pursuant to
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1 Local Rule 37-2.

2 6.4 Burden of Persuasion. The burden of persuasion in any such challenge
 3 proceeding shall be on the Designating Party. Frivolous challenges, and those
 4 made for an improper purpose (e.g., to harass or impose unnecessary expenses and
 5 burdens on other parties), may expose the Challenging Party to sanctions. Unless
 6 the Designating Party has waived or withdrawn the confidentiality designation, all
 7 parties shall continue to afford the material in question the level of protection
 8 to which it is entitled under the Producing Party's designation until the Court
 9 rules on the challenge.

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that
 12 is disclosed or produced by another Party or by a Non-Party in connection with
 13 this Action only for prosecuting, defending, or attempting to settle this Action.
 14 Such Protected Material may be disclosed only to the categories of persons and
 15 under the conditions described in this Order. When the Action has been
 16 terminated, a Receiving Party must comply with the provisions of Section 13 below
 17 (FINAL DISPOSITION). Protected Material must be stored and maintained by a
 18 Receiving Party at a location and in a secure manner that ensures that access is
 19 limited to the persons authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 21 otherwise ordered by the Court or permitted in writing by the Designating Party, a
 22 Receiving Party may disclose any information or item designated
 23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as
 25 well as employees of said Outside Counsel of Record to whom it is reasonably
 26 necessary to disclose the information for this Action;

27 (b) the officers, directors, and employees (including House Counsel) of
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1 the Receiving Party to whom disclosure is reasonably necessary for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to whom
3 disclosure is reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the Court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional
8 Vendors to whom disclosure is reasonably necessary for this Action and who have
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses, and attorneys for witnesses, in
13 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
14 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
15 they will not be permitted to keep any confidential information unless they sign the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
17 agreed by the Designating Party or ordered by the Court. Pages of transcribed
18 deposition testimony or exhibits to depositions that reveal Protected Material may
19 be separately bound by the court reporter and may not be disclosed to anyone except
20 as permitted under this Stipulated Protective Order; and

21 (i) any mediator or settlement officer, and their supporting personnel,
22 mutually agreed upon by any of the parties engaged in settlement discussions.

23 8 PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
24 IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any information or items designated in this Action as
27 “CONFIDENTIAL,” that Party must:
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1 (a) promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order
4 to issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Protective Order. Such notification shall include
6 a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with
10 the subpoena or court order shall not produce any information designated in this
11 action as “CONFIDENTIAL” before a determination by the court from which the
12 subpoena or order issued, unless the Party has obtained the Designating Party’s
13 permission. The Designating Party shall bear the burden and expense of seeking
14 protection in that court of its confidential material, and nothing in these provisions
15 should be construed as authorizing or encouraging a Receiving Party in this Action
16 to disobey a lawful directive from another court.

17 9 A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a
20 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
21 produced by Non-Parties in connection with this litigation is protected by the
22 remedies and relief provided by this Order. Nothing in these provisions should be
23 construed as prohibiting a Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to
25 produce a Non-Party’s confidential information in its possession, and the Party is
26 subject to an agreement with the Non-Party not to produce the Non-Party’s
27 confidential information, then the Party shall:
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1 (1) promptly notify in writing the Requesting Party and the Non-Party
2 that some or all of the information requested is subject to a confidentiality agreement
3 with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the Non-
8 Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this Court within
10 14 days of receiving the notice and accompanying information, the Receiving Party
11 may produce the Non-Party's confidential information responsive to the discovery
12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
13 not produce any information in its possession or control that is subject to the
14 confidentiality agreement with the Non-Party before a determination by the Court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and
16 expense of seeking protection in this Court of its Protected Material.

17 10 UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
23 or persons to whom unauthorized disclosures were made of all the terms of this
24 Order, and (d) request such person or persons to execute the "Acknowledgment and
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

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27 11 INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
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1 PROTECTED MATERIAL

2 When a Producing Party gives notice to Receiving Parties that certain
3 inadvertently produced material is subject to a claim of privilege or other protection,
4 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
5 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
6 procedure may be established in an e-discovery order that provides for production
7 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
8 (e), insofar as the parties reach an agreement on the effect of disclosure of a
9 communication or information covered by the attorney-client privilege or work
10 product protection, the parties may incorporate their agreement in the stipulated
11 protective order submitted to the Court.

12 12 MISCELLANEOUS

13 12.1 Right to Relief. Nothing in this Order abridges the right of any person
14 to seek its modification by the Court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this
16 Protective Order, no Party waives any right it otherwise would have to object to
17 disclosing or producing any information or item on any ground not addressed in this
18 Stipulated Protective Order. Similarly, no Party waives any right to object on any
19 ground to use in evidence of any of the material covered by this Protective Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any
21 Protected Material must comply with Civil Local Rule 79-5. Protected Material
22 may only be filed under seal pursuant to a court order authorizing the sealing of the
23 specific Protected Material at issue. If a Party's request to file Protected Material
24 under seal is denied by the court, then the Receiving Party may file the information
25 in the public record unless otherwise instructed by the court.

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27 13 FINAL DISPOSITION
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1 After the final disposition of this Action, as defined in Section 4
2 (DURATION), within 60 days of a written request by the Designating Party, each
3 Receiving Party must return all Protected Material to the Producing Party or destroy
4 such material. As used in this subdivision, "all Protected Material" includes all
5 copies, abstracts, compilations, summaries, and any other format reproducing or
6 capturing any of the Protected Material. Whether the Protected Material is returned
7 or destroyed, the Receiving Party must submit a written certification to the
8 Producing Party (and, if not the same person or entity, to the Designating Party) by
9 the 60 day deadline that (1) identifies (by category, where appropriate) all the
10 Protected Material that was returned or destroyed; and (2) affirms that the Receiving
11 Party has not retained any copies, abstracts, compilations, summaries, or any other
12 format reproducing or capturing any of the Protected Material. Notwithstanding this
13 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
15 deposition and trial exhibits, expert reports, attorney work product, and consultant
16 and expert work product, even if such materials contain Protected Material. Any
17 such archival copies that contain or constitute Protected Material remain subject to
18 this Protective Order as set forth in Section 4 (DURATION).

19 14 Any violation of this Order may be punished by any and all appropriate
20 measures including, without limitation, contempt proceedings and/or
21 monetary sanctions.

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23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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1 Dated: January 4, 2024

HYDEE FELDSTEIN SOTO, City Attorney
DENISE C. MILLS, Chief Deputy City Attorney
SCOTT MARCUS, Chief Asst. City Attorney
CORY M. BRENT, Senior Assistant City Attorney

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3
4 By Sasha Lazarevich

SASHA O. LAZAREVICH, Deputy City Attorney
Attorneys for Defendant, CITY OF LOS ANGELES,
AND LOS ANGELES POLICE DEPARTMENT

7 Dated: January 4, 2024

COLLINS & COLLINS LLP

8 By Robert C. Leiford

Robert C. Leiford, III Esq.
Attorney for the non-party LOS ANGELES DISTRICT
ATTORNEY'S OFFICE

11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

13 DATED: January 4, 2024

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16 Honorable Steve Kim
17 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of Albert Kirk Jones, Deadrian Coneley, Individuals v. The
 City of Los Angeles, Los Angeles Police Department, Does 1-10, USDC Case No.
 2:23-CV-04571-JLS-SK. I agree to comply with and to be bound by all the terms
 of this Stipulated Protective Order, and I understand and acknowledge that failure
 to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information
 or item that is subject to this Stipulated Protective Order to any person or entity
 except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print
 or type full name] of _____ [print or type
 full address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____